GAHC010094762026

2026:GAU-AS:15539

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/2904/2026

SRI SUBHRANEEL BHUYAN
SON OF RANJIT KUMAR BHUYAN, RESIDENT OF HOUSE NO.17, RUPALI PATH, RGB ROAD, NABIN NAGAR, ZOO ROAD, GUWAHATI, DISTRICT-KAMRUP(M), ASSAM, PIN-781024

VERSUS

UNION OF INDIA AND 5 ORS
REPRESENTED BY THE SECRETARY TO THE GOVT. OF INDIA, MINISTRY OF HEALTH AND FAMILY WELFARE, NIRMAN BHAWAN, NEW DELHI-110011.

2:INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA (IRDAI)
REPRESENTED BY ITS CHAIRMAN HAVING ITS MAIN OFFICE AT SY. NO.115/1
FINANCIAL DISTRICT
NANAKRAMGUDA
GACHIBOWLI
HYDERABAD-500032

3:FUTURE GENERALI INDIA LIFE INSURANCE COMPANY LIMITED
REPRESENTED BY ITS MANAGING DIRECTOR
HAVING ITS REGISTERED HEAD OFFICE AT UNIT 801 AND 802
8TH FLOOR
TOWER C
EMBASSY 247 PARK
L.B.S. MARG
VIKHROLI(W)
MUMBAI-400083

4:THE BRANCH MANAGER

FUTURE GENERALI INDIA LIFE INSURANCE COMPANY LIMITED
HAVING ITS BRANCH OFFICE AT 2ND FLOOR
3RD FLOOR
RD ENCLAVE
G.S. ROAD
CHRISTIAN BASTI
GUWAHATI
DIST.- KAMRUP(M)
ASSAM
PIN-781005

5:THE GRIEVANCE REDRESSAL DEPARTMENT / CLAIMS DEPARTMENT
REPRESENTED BY THE GRIEVANCE REDRESSAL OFFICER
FUTURE GENERALI INDIA LIFE INSURANCE CO. LTD.
HAVING ITS OFFICE AT GROUND FLOOR OF LODHA I-THINK TECHNO CAMPUS
A WING
1ST FLOOR
POKHRAN ROAD-2
OFF EASTERN EXPRESS HIGHWAY
BEHIND TCS BUILDING
THANE (WEST)
DIST-THANE- 400601
MAHARASHTRA

6:THE INSURANCE OMBUDSMAN
GUWAHATI
JEEVAN NIVESH
5TH FLOOR
S.S. ROAD
PANBAZAR
GUWAHATI-78100

BEFORE
HONOURABLE MR. JUSTICE DEVASHIS BARUAH

For the Petitioner(s) : Mr. P.K. Goswami, Sr. Advocate

: Mr. B.P. Borah, Advocate

For the Respondent(s) : Mr. S. Dutta, Sr. Advocate

: Mr. S. Dutta, Advocate
: Mr. P.P. Dutta, Advocate

- Date on which Judgment was reserved : **01.10.2026**
- Date of Pronouncement of Judgment : **13.10.2026**
- Whether the pronouncement is of the Operative Part of the Judgment : Yes
- Whether the full Judgment has been Pronounced : NA

JUDGMENT AND ORDER (CAV)

Heard Mr. P.K. Goswami, the learned Senior Counsel assisted by Mr. B.P. Borah, the learned counsel appearing on behalf of the Petitioner. Mr. S. Dutta, the learned Senior Counsel assisted by Mr. S. Dutta, the learned counsel appears on behalf of the Respondent No. 2 and Mr. P.P. Dutta, the learned counsel appears on behalf of the Respondent Nos. 3 to 5.

2. The present writ petition has been filed assailing the communication dated 13.05.2025 whereby the claim of the Petitioner in respect of the Future Generali Cancer Protect Plan for critical illness benefit under Policy No. 01352985 was rejected; for setting aside and quashing the rejection letter dated 31.05.2025 issued by the Claims Department, Future Generali India Life Insurance Co. Ltd., thereby upholding the rejection letter dated 13.05.2025; for setting aside and quashing Award No. IO/GUW/A/HI/0398/2025-2026 dated 24.03.2026 passed by the Insurance Ombudsman; for setting aside and quashing Clause 3(i)

of Part C of Policy No. 01352985 as being unconstitutional, void and not applicable to the Petitioner; and seeking a direction upon the Respondent Nos. 3, 4 and 5 to pay 100% of the sum assured, i.e. Rs. 20,00,000/-, plus income of 2% of the sum assured per month for a period of 60 months to the Petitioner as per Clause 2 of Part C of the Policy in respect of the Future Generali Cancer Protect Plan for critical illness benefit under Policy No. 01352985.

BRIEF FACTS OF THE CASE

3. The Petitioner herein had availed a Policy from Future Generali India Life Insurance Company Limited, i.e., the Respondent No. 3, on 15.06.2017. The said Policy is in the name and style of Future Generali Cancer Protect Plan, UIN No. 133N063V01 bearing Policy No. 01352985 (hereinafter referred to as "the Policy"). The Policy is enclosed as Annexure-1 to the writ petition.

4. A perusal of the said Policy reveals that the Policy term is for 52 years; the sum assured is Rs. 20,00,000/-; the premium payment term is 52 years; and the premium payment frequency is annual. The Policy has various parts, i.e., Part A, Part B, Part C, Part D, Part E, Part F, and Part G.

5. Part A of the Policy contains the welcome letter, the Policy

preamble as well as the Policy schedule. In Part A of the Policy, there is a Customer Information Sheet enclosed. In the said Customer Information Sheet, the name of the Policy, what is covered and what is excluded are specifically mentioned. In Clause 3 of the Customer Information Sheet, it is categorically mentioned that reinstatement means revival of the Policy post-expiry of the grace period.

6. At Clause 4 of the Customer Information Sheet, the waiting period is mentioned to be 180 days. It is specifically stipulated that during this period of 180 days, no benefits shall be payable under the Policy for minor-stage cancer and major-stage cancer diagnosed or the signs or symptoms of which first occurred, within 180 days following the effective date of the Policy or reinstatement date (whichever is later). The said Clause 4, being relevant, is reproduced hereinunder:

"4	*Waiting Period*	*180 days- No benefits shall be payable under this Policy for Minor Stage Cancer and Major Stage Cancer diagnosed or with the signs or symptoms of which first occurred within 180 days following the effective date*	*Part C 3.i"*

		of the Policy or reinstatement date (whichever is later).	

7. Part B of the Policy contains the various definitions.

8. Clause 2 of Part B of the Policy defines the term "**Annualized Premium**" to mean the amount specified in the schedule, which is the total installment payable for a Policy year.

9. Clause 7 of Part B of the Policy defines the "**Grace Period**" to mean the period of time, as specified in Part C from the premium due date, which is specified in the Policy during which the insured can pay the due installment premium to the insurer. It is further mentioned that during the grace period, the Policy would be considered to be in force with the risk cover and without any interruption, as per the terms of the Policy.

10. Clause 10 of Part B of the Policy defines the term "**Lapse**" to mean the status of the Policy where due installment premium, for the period as specified in Part C of the Policy have not been paid within the grace period and where the Policy benefits, if any, shall

become payable in accordance with Part C of the Policy.

11. Clause 22 of Part B of the Policy defines the term "**Premium Due Date**" to mean the date specified in the Schedule on which the installment premium will become due.

12. Clause 26 of Part B of the Policy defines the term "**Revival**" to mean restoring the lapsed Policy to an in-force Policy as per the revival conditions mentioned in Part D of the Policy.

13. Clause 27 of Part B of the Policy defines the term "**Revival Period**" to mean a period of two consecutive years from the first premium due date on which the installment premium was unpaid, during which a lapsed Policy may be revived in accordance with the terms of Part D of the Policy.

14. Clause 29 of Part B of the Policy defines the term "**Risk Commencement Date**" to mean the date specified in the schedule on which the risk under the Policy commences.

15. Part C of the Policy deals with various aspects such as commencement of the risk cover under the Policy, benefits, exclusions, no maturity benefit or death benefit payable under the Policy, premium guarantee, riders, premium payment conditions

and grace period. In the portion of Part C of the Policy wherein the benefits of the Policy have been explained, the amounts payable upon diagnosis of minor-stage cancer, early-stage cancer, and major-stage cancer have been specified.

16. Clause 3 of Part C of the Policy specifically deals with "**Exclusions**". Clause 3(i), being relevant, is reproduced hereinunder:

"***3) Exclusions***

i. Waiting Period:

Waiting Period is 180 days following the effective date of the Policy or reinstatement date (whichever is later).

No benefits shall be payable under this Policy for Minor Stage Cancer and Major Stage Cancer diagnosed or with the signs or symptoms of which first occurred within 180 days following the effective date of the Policy or reinstatement date (whichever is later).

In case of any cancer (Minor Stage or Major Stage) diagnosed or with the signs or symptoms of which first occurred during Waiting Period, this Policy shall continue providing cover for all Benefits as mentioned in clause 2 above except for the specified cancer (Minor Stage or Major Stage) diagnosed or with the signs or symptoms of which first occurred during Waiting Period."

17. From a perusal of the above-quoted Clause 3(i) of Part C of the Policy, it would show that the waiting period is 180 days following the effective date of the Policy or reinstatement date, whichever is later. It is categorically mentioned that there shall be no benefit payable under this Policy for minor-stage cancer and major-stage cancer diagnosed or with the signs or symptoms of which first occurred within 180 days following the effective date of the Policy or the reinstatement date, whichever is earlier. Further to that, it is stipulated that in case of any cancer (minor or major stage) diagnosed, or with the signs or symptoms of which first occurred during the waiting period, the Policy shall continue providing cover for all benefits as mentioned in Clause 2 of Part C, except for the specified cancer (minor-stage or major-stage) diagnosed or with the signs or symptoms of which first occurred during the waiting period. This aspect is of relevance, which would be seen in the later stages of the present judgment.

18. Under the caption "**Premium Payment Conditions**", which is contained in Part C of the Policy, it is laid down that the installment premiums shall be payable in full on the premium due dates until the expiry of the premium-paying term or on the death of the life insured or on payment of the full sum assured by the insurer, whichever is earlier, subject to waiver of premium as

defined in Clause 2 (Benefits) of Part C. It is stipulated that the installment premium shall be deemed to have been paid only when it has been received at the head office or any other office authorized by the insurer for that purpose.

19. The "**Grace Period"** is also further elaborated in Part C of the Policy by stipulating that a grace period of 30 days from the premium due date for annual mode and 15 days for monthly mode would be allowed for payment of the premium. The Policy shall remain in-force during this period. It is also set forth that if a valid claim arises under the Policy during the grace period, but before the payment of the due premium, the claim would be honored and in such cases, the due premium would be deducted from the benefits payable.

20. Part D of the Policy specifically deals with lapse of the Policy, surrender of the Policy, revival of the Policy, loans, free-look period, termination of the Policy and withdrawal of the health insurance product.

21. Clause 1 of Part D of the Policy specifically deals with "**Lapse**". The said Clause, being relevant, is reproduced hereinunder:

> "***1) Lapse***

1) If due Installment Premium has not been paid within the Grace Period, this Policy shall Lapse and no Benefit shall be payable if the Life Assured is diagnosed with Minor Stage Cancer and/or Major Stage cancer after this Policy has Lapsed and before it has been revived in accordance with Part D of this Policy.

(2) This Policy may be revived within the Revival Period in accordance with Part D of this Policy.

(3) If this Policy is not revived within the Revival Period, no benefit shall be payable on the date of expiry of Revival Period, and this Policy will terminate."

22. Clause 3 specifically refers to "**Revival**". The said Clause, being relevant, is also reproduced hereinunder:

"***3) Revival***

a) If this Policy has Lapsed, it may be revived within the earlier of the expiry of the Revival Period and the Maturity Date unless this Policy has been Surrendered in accordance with this Part D. Revival Period is 2 consecutive years from the due date of first unpaid premium.

b) In order to revive this Policy, You must give Us a written request for Revival along with:

i) The Life Assured's health declaration and other evidence of insurability to Our satisfaction.

ii) Payment of all overdue Installment Premiums in full (along with the

service tax or any other taxes, cesses or levies, if any).

iii) No interest shall be charged on Revival.

(c) This Policy will be revived in accordance with our board approved underwriting Policy.

(d) Reinstatement request will attract a Waiting Period of 180 days from date of reinstatement as defined in Clause 3(i) of part C of this Policy."

23. For the purpose of the present proceedings, the other parts, i.e., Part E, Part F, and Part G, being not relevant, are not dealt with in detail.

24. In the backdrop of the above, it is relevant to take note of that the Petitioner upon payment of the premium on 14.06.2017 was issued the Policy. In the first premium receipt, which is a part of Annexure-1 to the writ petition, it is categorically mentioned that the next installment premium was due on 15.06.2018. In terms of the Policy document and the terms and conditions of the Policy, the Petitioner was required to pay the premium on the due date, i.e., 15th June of every year thereafter for the next 51 years. The grace period, as per the Policy document would be up to 15th July of each year for the next 51 years. Till date, the Petitioner has been paying the premium. The details have been provided in the

affidavit-in-opposition filed by the Respondent Nos. 3 to 5, which, being relevant, are reproduced hereinunder:

"Receipt No.	App No.	Payment Date	Payment Mode	Payment Amt.	Receipt Branch
10031552	F10186240	14/06/2017	Online Payment	3077.00	Online Payment
10081117	F10186240	17/07/2018	Online Payment	3158.00	Online Payment
RF028465	F10186240	15/07/2019	Online Payment	3158.00	Billdesk
10159640	F10186240	12/08/2020	Online Payment	3158.00	Online Payment
10265245	F10186240	29/07/2021	Online Payment	3158.00	Online Payment
10364022	F10186240	03/06/2022	Online Payment	3158.00	Online Payment
10488151	F10186240	19/07/2023	Online Payment	3158.00	Online Payment

10604260	*F10186240*	*20/08/2024*	*Online Payment*	*3158.00*	*Online Payment*
10691748	*F10186240*	*15/06/2025*	*Online Payment*	*3158.00*	*Online Payment*
18210416	*F10186240*	*16/06/2026*	*Online Payment*	*3158.00*	*Online Payment"*

25. From the above table, it would be seen that since the date of inception of the Policy till date, the Petitioner has paid 10 premiums, out of which 5 premiums were paid after the Policy had lapsed, i.e., after the 15th day of July of the year in question. In the year 2024, the premium payment date was 15.06.2024 and the grace period was up to 15.07.2024. The record reveals that after 15.06.2024, a reminder was issued to the Petitioner on 30.06.2024, informing the Petitioner that the Petitioner still had another 15 days of grace period to make the premium payment without any interest and, therefore, requested the Petitioner to immediately make the payment to continue availing the full benefits of the plan. The said reminder is Annexure-B to the affidavit-in-opposition filed by the Respondent Nos. 3 to 5.

26. The Petitioner, however, did not make the payment then. Under such circumstances, on 16.07.2024, i.e., one day after the grace period had expired, the Petitioner was informed that his insurance cover had lapsed and was requested to immediately revive the Policy, failing which there would be no benefit payable under the Policy. It was further mentioned in the communication dated 16.07.2024 that the Petitioner could revive the Policy without any documentation for up to 90 days from the last premium due date, i.e., 15.06.2024, and that after 90 days, the Petitioner would be required to provide additional documents and might need to undergo a medical test. In addition to that, the Petitioner was again requested to refer to the Policy document for the terms and conditions. The relevant portion of the said document dated 16.07.2024, which is Annexure-C to the affidavit-in-opposition filed by the Respondent Nos. 3 to 5, is reproduced hereinunder:

"*Lapse Notice for Future Generali Cancer Protect Plan, Policy No. 01352985*

Date: 16/07/2024

Dear Mr SUBHRANEEL BHUYAN,

We are concerned that your insurance cover has lapsed. Please pay immediately to revive your policy. In case, the policy is not revived, there will be no benefits payable under the policy.

If you delay your payment, an interest @ will be charged on outstanding dues. The amount payable as a result of this delay is shown below:

If paid by:

16/07/2024: ₹ 3,158.00

31/07/2024: ₹ 3,158.00

15/08/2024: ₹ 3,158.00

30/08/2024: ₹ 3,158.00

14/09/2024: ₹ 3,158.00

Revival subject to company norms

You can revive your policy without any documentation for up to #90 days from your last premium due date. After #90 days, you will be required to provide additional documents and may need to undergo a medical test. Please refer to your policy document for terms and conditions

We are keen to revive your policy to help you achieve the goals that you set out for.

Looking forward to receiving your payment at the earliest.

Regards

Customer Service - Future Generali India Life Insurance."

27. Subsequent thereto, on 20.08.2024, the Petitioner paid the premium and a premium payment receipt was issued.

28. Unfortunately, on account of severe symptoms of stomach ache and vomiting, the Petitioner fell ill, for which he was admitted to GMCH Hospital on 26.12.2024. On the said date, the Petitioner underwent surgery separating his colon from the large intestine for further treatment and was discharged on 01.01.2025. In the biopsy report/histopathological examination dated 31.12.2024, the Petitioner was diagnosed with colon cancer, which was subsequently confirmed by the State Cancer Institute in its report dated 13.01.2025.

29. Subsequent thereto, on 06.03.2025 at 2:00 PM, a claim application was received by the Respondent No. 4 wherein it was mentioned that the Petitioner was diagnosed with *Metastatic Carcinoma of the Right Colon (Stage IV)* on 31.12.2024. Subsequent to the said application, vide communication dated 13.05.2025, the Petitioner's claim application was rejected on the ground that the cancer was diagnosed on 26.12.2024 and the

reinstatement of the lapsed Policy was done only on 20.08.2024, due to which the waiting period of 180 days had not elapsed from the date of Policy reinstatement. In the said communication dated 13.05.2025, it was also mentioned that, if the decision was not agreeable, the Petitioner had the option to approach the Respondent No. 5, i.e., the Claims Review Committee.

30. The Petitioner thereupon approached the Respondent No. 5 and vide communication dated 31.05.2025, the Claims Review Committee also rejected the Petitioner's claim and affirmed the decision of the Respondent Nos. 3 and 4.

31. The records further reveal that the Petitioner approached this Court by filing a writ petition which was registered and numbered as WP(C) No. 866/2026. This Court, vide order dated 18.02.2026 did not entertain the instant writ petition on the ground that the Petitioner had an alternative and efficacious remedy before the Insurance Ombudsman and accordingly disposed of the said writ petition thereby permitting the Petitioner to approach the Insurance Ombudsman in terms of the Insurance Ombudsman Rules, 2017. This Court further observed that if the Petitioner was aggrieved by the order of the Insurance Ombudsman, liberty was granted to the Petitioner to approach this Court.

32. In pursuance thereto, the Petitioner approached the Insurance Ombudsman, and the Insurance Ombudsman, vide award dated 24.03.2026 did not interfere with the repudiation of the claim by the Respondent Nos. 3 and 4 holding that the repudiation of the claim on account of non-completion of the 180-day waiting period from the date of reinstatement of the Policy was correct and in accordance with the Policy exclusion condition. It is under such circumstances that the present writ petition was filed.

33. Upon filing of the instant writ petition, the learned Coordinate Bench of this Court, vide order dated 05.06.2026 issued notice making it returnable within 2 weeks. Subsequent thereto, when the matter was listed before this Court on 05.08.2026, this Court directed the Respondents to file their response so that an attempt could be made to dispose of the writ petition at the earliest.

34. The Respondent Nos. 3, 4 and 5 jointly filed an affidavit-in-opposition on 28.08.2026 wherein apart from supporting the grounds for rejection of the claim, it was contended that the writ petition was not maintainable to enforce contractual rights against the Respondent Insurance Company under the terms and conditions of the Policy in question. It was also contended that factual questions could not be decided by this Court.

35. The affidavit-in-opposition of the Respondent No. 2 is of relevance, taking into account that the Respondent No. 2 is a statutory authority established under Section 3 of the Insurance Regulatory and Development Authority Act, 1999 to protect the interests of the holders of insurance policies, to regulate, promote, and ensure the orderly growth of the insurance industry and for matters connected therewith or incidental thereto. In the said affidavit, the Respondent No. 2 clearly contended that the contention of the Petitioner ought not to be accepted by this Court for the following reasons:

(a) The Petitioner took the insurance Policy in the year 2017 and at that relevant point of time, the applicable regulatory framework with regard to benefit-based health insurance policies as offered by life insurers was the Health Insurance Regulations, 2016. The said Health Insurance Regulations, 2016 did not provide for any such moratorium period of 60 months.

(b) The moratorium period as mentioned in Regulation 8, Schedule III of the Regulations of 2024 is applicable to health insurance policies issued by general and health insurers. The said moratorium period is not applicable to health insurance

policies issued by life insurers.

(c) For life insurers, the relevant provision is Section 45 of the Insurance Act, 1938, wherein no life insurance Policy can be called in question on any ground whatsoever after the expiry of three years from the date of the Policy, i.e., from the date of issuance of the Policy or the date of commencement of the risk, or the date of revival of the Policy or the date of the rider to the Policy, whichever is later.

36. In addition to that, it was also contended that as in the instant case, the Policy had lapsed and it was only on 20.08.2024 that the Policy was reinstated, the Petitioner was bound by the terms and conditions of the Policy for the mandatory 180-day waiting period from the date of reinstatement, i.e., from 20.08.2024 as per Clause 3(i) of Part C of the Policy as well as Clause 3(d) of Part D of the Policy. It was further averred that the waiting period of 180 days after the reinstatement would expire only on 15.02.2025.

37. An affidavit-in-reply was filed by the Petitioner against the affidavit-in-opposition of the Respondent No. 2 wherein it was contended that the waiting period would apply only when a request is made for revival and as there was no request for revival

made by the Petitioner, the question of the applicability of the waiting period did not arise. It was further contended in the affidavit-in-reply that the Master Circular on IRDAI (Insurance Products) Regulations, 2024 would be applicable inasmuch as the Petitioner had renewed the Policy on 20.08.2024. It was further contended that upon the renewal of the insurance Policy on 20.08.2024, the said Policy stood revived retrospectively w.e.f. 15.06.2024.

SUBMISSIONS MADE BY THE LEARNED COUNSELS FOR THE PARTIES

38. Mr. P.K. Goswami, the learned Senior Counsel referring to the heading "**Lapse**", which is contained in Part D of the Policy submitted that a perusal of Sub-Clause (1) would show that if the due installment premium had not been paid within the grace period, the Policy shall lapse and no benefit shall be payable if the life assured is diagnosed with minor-stage cancer and/or major-stage cancer after the Policy had lapsed and before it has been revived in accordance with Part D of the Policy. The learned Senior Counsel on the basis thereof submitted that the revival was done on 20.08.2024 and, therefore, in terms with Sub-Clause (1) of Clause 1 of Part D of the Policy only the period from 15.07.2024 to

19.08.2024, if there was a diagnosis of minor-stage cancer and/or major-stage cancer, would not be covered. In the instant case, as the diagnosis was carried out on 26.12.2024 after the revival of the Policy on 20.08.2024, the Respondent Insurance Company could not have repudiated the claim.

39. The learned Senior Counsel for the Petitioner further referring to Clause 3 of Part D under the heading "**Revival**" submitted that for the purpose of revival, there has to be a written request for revival. The learned Senior Counsel further submitted that when there is a reinstatement request, only then would it attract the waiting period of 180 days from the date of reinstatement, as defined in Clause 3(i) of Part C of the Policy. However, in the instant case as there was no reinstatement request, rather, it was informed to the Petitioner on 16.07.2024 that by making payment of the premium, the Policy would be revived, the waiting period of 180 days from the date of reinstatement would not apply.

40. Mr. S. Dutta, the learned Senior Counsel appearing on behalf of the Respondent No. 2 submitted that this Policy was not a general insurance Policy, but a Policy issued by a life insurer and as such, Section 45 of the Insurance Act, 1938 would be applicable. The learned Senior Counsel submitted that Section 45(1) of the Act

of 1938 duly conceptualizes the commencement of the risk from the date of revival of the Policy and in the instant case, the revival of the Policy was on 20.08.2024 and Clause 3(i) of Part C of the Policy categorically mandated that the waiting period is 180 days from the date of reinstatement/revival. Under such circumstances, the question of granting any benefits in terms with Clause 2 of Part C of the Policy did not arise, inasmuch as the Petitioner was diagnosed with cancer on 26.12.2024.

41. The learned Senior Counsel for the Respondent No. 2 submitted that insurance policies are special contracts and the terms of the contract cannot be given a different meaning from what has been contained in the stipulations of the contract and as such, submitted that the repudiation of the Petitioner's claim ought not to be interfered with by this Court in exercise of the powers under Article 226 of the Constitution.

42. Mr. P.P. Dutta, the learned counsel appearing on behalf of the Respondent Insurance Company referring to the judgment of the Supreme Court in the case of S***. Shobha Vs. Muthoot Finance Limited*** reported in ***(2025) 11 SCC 335*** submitted that as the Respondent Nos. 3, 4, and 5 are a private insurance company, the writ petition is not maintainable. The learned counsel further

referring to the various Clauses of the Policy submitted that the waiting period is clearly an exclusion in the Policy document itself. The Petitioner knew it very well and now cannot raise a dispute that the waiting period would not apply.

43. The learned counsel for the Respondent Insurance Company further referred to the contents of the affidavit-in-opposition as well as the various enclosures and submitted that the premium due date was 15.06.2024. The grace period was 30 days. Prior to the expiry of the grace period, on 30.06.2024, the Petitioner was issued a reminder. However, the Petitioner did not pay the premium. Immediately, one day after the grace period had expired, i.e., on 16.07.2024, the Petitioner was again requested to take steps for revival. The learned counsel further submitted that the requests so made on 30.06.2024 and 16.07.2024 are innovative techniques to make sure that the customer renews the Policy on time and does not lose out on benefits such as continuance of the life cover, tax advantages and other benefits. The timely communications via emails, SMS, IVRs, calls, letters, etc. are only to inform the customer about the renewal due date. It is only for the purpose of improving the distribution network and introducing multiple touch points by adopting technology.

44. The learned counsel for the Respondent Insurance Company submitted that when a procedure is being adopted to create ease of renewal of payment thereby creating a better experience for the customer, the same should not be construed as waiving any rights. The learned counsel referring to the communication dated 16.07.2024 submitted that it is categorically mentioned therein also that the revival is subject to the company's norms and that the Petitioner was also required to refer to the Policy document for the terms and conditions. The learned counsel, therefore, submitted that it cannot be said that because of the communications dated 30.06.2024 and 16.07.2024 having been issued, there was any waiver of the terms and conditions contained in the Policy document.

POINTS FOR DETERMINATION

45. The following points for determination arise for consideration:

(i) Whether the instant writ petition is maintainable against the Respondent Nos. 3, 4, and 5 on the ground that the Respondent Nos. 3, 4, and 5 are a private insurance company?

(ii) If maintainable, whether the repudiation of the Petitioner's

claim calls for any interference?

ANALYSIS AND DETERMINATION

FIRST POINT FOR DETERMINATION

46. Insurance is a vital component of a person's life in today's world. People invest in insurance companies with the expectation of getting higher returns on their investments. People take health policies from insurance companies with the perception that in future, if, on account of their health reasons, they require medical support, the insurance companies would indemnify them. In terms of the Motor Vehicles Act, 1988, it is mandatory for any person owning a motor vehicle to take insurance, save and except who are exempted by the Central Government in terms of the Motor Vehicles Act, 1988. Therefore, in today's world, insurance has become a part of the day-to-day life of common people. It may not also be out of place to observe, more particularly, in the context of health insurance, that such insurance cover keeps a medical emergency from becoming a financial one.

47. These insurance companies are regulated by the Respondent No. 2, i.e., the Insurance Regulatory and Development Authority of India so that policy holders are not deprived of their entitlement

unreasonably and arbitrarily.

48. The affidavit filed by the Respondent No. 2 also shows that the Respondent No. 2 is a statutory authority established under Section 3 of the Insurance Regulatory and Development Authority Act, 1999 to protect the interests of the holders of insurance policies, to regulate, promote, and ensure the orderly growth of the insurance industry and for matters connected therewith or incidental thereto.

49. The repudiation of an insurance claim may be on various grounds. Factors such as fraud being played upon the insurance company, suppression of material facts, statements that were false or suppression of facts which were material to disclose are questions of fact which normally are to be adjudicated by a forum wherein disputed questions of fact can be adjudicated. Be that as it may, the above facts would not take insurance companies out of the ambit of rendering public functions.

50. At one point of time, the insurance sector was nationalized by the Government of India, but subsequent thereto, private players have been allowed to enter the insurance sector and these private players by entering the insurance sector have become a part of the

day-to-day life of the people. Under such circumstances, it cannot be said that insurance companies, be it a nationalized insurance company or a private insurance company are not rendering public functions.

51. In this regard, this Court finds it pertinent to take note of the judgment of the Supreme Court in the case of ***S. Shobha (supra)*** wherein at paragraph No. 9, the Supreme Court culled out the various principles on the maintainability of a writ petition and observed that even a private body, while discharging a public function would be amenable to the public law remedy. Paragraph No. 9 of the said judgment, being relevant, is reproduced hereinunder:

> "***9.*** *We may sum up thus:*
>
> ***9.1.*** *For issuing writ against a legal entity, it would have to be an instrumentality or agency of a State or should have been entrusted with such functions as are Governmental or closely associated therewith by being of public importance or being fundamental to the life of the people and hence Governmental.*
>
> ***9.2.*** *A writ petition under Article 226 of the Constitution of India may be maintainable against: (i) the State Government; (ii) Authority; (iii) a statutory body; (iv) an instrumentality or agency of the State; (v) a company which is financed and owned by the State; (vi) a private body run substantially on State*

funding; (vii) a private body discharging public duty or positive obligation of public nature; and (viii) a person or a body under liability to discharge any function under any statute, to compel it to perform such a statutory function.

9.3. *Although a non-banking finance company like Muthoot Finance Ltd. with which we are concerned is duty-bound to follow and abide by the guidelines provided by Reserve Bank of India for smooth conduct of its affairs in carrying on its business, yet those are of regulatory measures to keep a check and provide guideline and not a participatory dominance or control over the affairs of the company.*

9.4. *A private company carrying on banking business as a scheduled bank cannot be termed as a company carrying on any public function or public duty.*

9.5. *Normally, mandamus is issued to a public body or authority to compel it to perform some public duty cast upon it by some statute or statutory rule. In exceptional cases a writ of mandamus or a writ in the nature of mandamus may issue to a private body, but only where a public duty is cast upon such private body by a statute or statutory rule and only to compel such private body to perform its public duty.*

9.6. *Merely because a statute or a rule having the force of a statue requires a company or some other body to do a particular thing, it does not possess the attribute of a statutory body.*

9.7. *If a private body is discharging a public function and the denial of any rights is in connection with the public duty imposed on such body, the public law remedy can be enforced. The duty cast on the public body may be either statutory or otherwise and the source of such power is immaterial but, nevertheless, there must be the public law element in such action.*

9.8. *According to Halsbury's Laws of England, 3rd Edn., Vol. 30, p. 682,*

> "*a public authority is a body not necessarily a county council, municipal corporation or other local authority which has public statutory duties to perform, and which perform the duties and carries out its transactions for the benefit of the public and not for private profit.*"
>
> *There cannot be any general definition of public authority or public action. The facts of each case decide the point.*"

52. The above exposition of law would, therefore, show that a writ petition would be maintainable even against a private insurance company when it is rendering public functions thereby affecting the public. However, the maintainability of the writ petition is completely different from the entertainability of the writ petition.

53. The Supreme Court in the case of ***Life Insurance Corporation of India & Others Vs. Asha Goel (Smt.) & Another*** reported in ***(2001) 2 SCC 160*** dealt with the question as to whether a writ petition should be entertained for mere enforcement of a claim under a contract of insurance and the Supreme Court observed that the powers under Article 226 of the Constitution confer extraordinary jurisdiction on the High Court to issue high prerogative writs for enforcement of fundamental rights or for any other purpose. Such powers are wide and expansive. Even the

Constitution does not place any fetters on the exercise of the extraordinary jurisdiction and leaves it to the discretion of the High Court. The Supreme Court further observed that whether a writ petition should be entertained or not, on the facts of the case, is dependent upon the self-imposed restrictions consistently followed by the High Courts. It was observed that repudiation of a claim can be entertained unless it raises serious disputes on questions of fact which require oral and documentary evidence for their determination, and, in such circumstances, a civil suit and not a writ petition would be the appropriate remedy. It was also observed that, when a plea of fraud is pleaded by the insurer and, on examination, it is found prima facie to have merit, and oral and documentary evidence may become necessary for determination of the issue raised, then the writ petition is not an appropriate remedy. Paragraph Nos. 10 and 11 of the said judgment are relevant, and as such, the same are reproduced hereinunder:

> "***10.*** *Article 226 of the Constitution confers extraordinary jurisdiction on the High Court to issue high prerogative writs for enforcement of the fundamental rights or for any other purpose. It is wide and expansive. The Constitution does not place any fetter on exercise of the extraordinary jurisdiction. It is left to the discretion of the High Court. Therefore, it cannot be laid down as a general proposition of law that in no case the High Court can entertain a writ petition under Article 226 of the Constitution to enforce a claim under a life insurance policy. It is neither possible nor proper to enumerate exhaustively*

the circumstances in which such a claim can or cannot be enforced by filing a writ petition. The determination of the question depends on consideration of several factors like, whether the writ petitioner is merely attempting to enforce his/her contractual rights or the case raises important questions of law and constitutional issues, the nature of the dispute raised; the nature of inquiry necessary for determination of the dispute etc. The matter is to be considered in the facts and circumstances of each case. While the jurisdiction of the High Court to entertain a writ petition under Article 226 of the Constitution cannot be denied altogether, courts must bear in mind the self-imposed restriction consistently followed by High Courts all these years after the constitutional power came into existence in not entertaining writ petitions filed for enforcement of purely contractual rights and obligations which involve disputed questions of facts. The courts have consistently taken the view that in a case where for determination of the dispute raised, it is necessary to inquire into facts for determination of which it may become necessary to record oral evidence a proceeding under Article 226 of the Constitution, is not the appropriate forum. The position is also well settled that if the contract entered between the parties provide an alternate forum for resolution of disputes arising from the contract, then the parties should approach the forum agreed by them and the High Court in writ jurisdiction should not permit them to bypass the agreed forum of dispute resolution. At the cost of repetition it may be stated that in the above discussions we have only indicated some of the circumstances in which the High Court have declined to entertain petitions filed under Article 226 of the Constitution for enforcement of contractual rights and obligation; the discussions are not intended to be exhaustive. This Court from time to time disapproved of a High Court entertaining a petition under Article 226 of the Constitution in matters of enforcement of contractual rights and obligation particularly where the claim by one party is contested by the other and adjudication of the dispute requires inquiry into facts. We may notice a few such cases; Mohd. Hanif v. State of Assam; Banchhanidhi Rath v. State of Orissa; Rukmanibai Gupta v. Collector, Jabalpur; Food Corpn. of India

v. Jagannath Dutta and State of H.P. v. Raja Mahendra Pal.

11. *The position that emerges from the discussions in the decided cases is that ordinarily the High Court should not entertain a writ petition filed under Article 226 of the Constitution for mere enforcement of a claim under a contract of insurance. Where an insurer has repudiated the claim, in case such a writ petition is filed, the High Court has to consider the facts and circumstances of the case, the nature of the dispute raised and the nature of the inquiry necessary to be made for determination of the questions raised and other relevant factors before taking a decision whether it should entertain the writ petition or reject it as not maintainable. It has also to be kept in mind that in case an insured or a nominee of the deceased insured is refused relief merely on the ground that the claim relates to contractual rights and obligations and he/she is driven to a long-drawn litigation in the civil court it will cause serious prejudice to the claimant/other beneficiaries of the policy. The pros and cons of the matter in the context of the fact-situation of the case should be carefully weighed and appropriate decision should be taken. In a case where claim by an insured or a nominee is repudiated raising a serious dispute and the Court finds the dispute to be a bona fide one which requires oral and documentary evidence for its determination then the appropriate remedy is a civil suit and not a writ petition under Article 226 of the Constitution. Similarly, where a plea of fraud is pleaded by the insurer and on examination is found prima facie to have merit and oral and documentary evidence may become necessary for determination of the issue raised, then a writ petition is not an appropriate remedy."*

54. In the backdrop of the above, it is, therefore, the opinion of this Court that a writ petition would be maintainable against a private insurance company discharging public functions, but it

would be dependent upon the Court as to whether in the existent facts, the writ petition should be entertained.

55. In the instant case, the facts in question are not in dispute. The question involved is a question of law on the interpretation of the terms of the Policy as well as whether there can be a waiver by conduct of the exclusions contained in Clause 3(i) of Part C of the Policy.

56. Considering the above, this Court is, therefore, of the opinion that the instant writ petition not only is maintainable, but can also be entertained to adjudicate as to whether the repudiation of the claim by the Respondent Nos. 3 and 4 which was subsequently confirmed by the Respondent No. 5 and the award passed by the Respondent No. 6 calls for any interference.

SECOND POINT FOR DETERMINATION

57. The undisputed facts of the present case show that on 15.06.2017, the Petitioner had taken the Policy. The Policy had clearly delineated the exclusion clauses in Clause 3 of Part C of the Policy.

58. In the previous segments of the instant judgment, this Court

had inserted a table showing how the Petitioner paid the premiums. As on today, out of the 10 premiums paid, the Petitioner had revived the Policy on 5 occasions. The Policy in question is a Policy running for 52 years and the end date of the Policy is 2069. The Petitioner was required to pay the premium on the 15th of June each year and the grace period which was 30 days, ended on 15th July each year. In respect to the premium to be paid in the year 2024, the Petitioner's premium payment date was 15.06.2024 and if the grace period was applied, the Petitioner was required to make the payment on or before 15.07.2024. Therefore, on 16.07.2024, the Policy had lapsed.

59. At this stage, it is pertinent to mention that on 30.06.2024, the Petitioner was informed that 15 days of the grace period had elapsed and another 15 days remained and, therefore, the Petitioner was requested to pay the premium so that the Petitioner could continue enjoying the benefits. The Petitioner, however, did not make the payment. Upon completion of the grace period on 15.07.2024, the Respondent No. 2 Insurance Company again issued a communication on 16.07.2024, requesting the Petitioner to revive the Policy and further intimating that if the Petitioner revived the Policy within 90 days from 15.06.2024, there would not be any necessity of carrying out any medical check-up.

60. It is also seen from the communication dated 16.07.2024, the contents of which had already been quoted hereinabove that it is clearly mentioned that the Petitioner should refer to the terms and conditions of the Policy. The Policy contained the conditions as to how a Policy could be revived at Clause 3 under the caption "**Revival**" of Part D of the Policy as well as in Clause 3 of Part C of the Policy. In both Clause 3 of Part D and Clause 3 of Part C of the Policy, there is a the waiting period of 180 days from the date of revival/reinstatement of the Policy. This aspect is clearly mentioned.

61. Mr. P.K. Goswami, the learned Senior Counsel appearing on behalf of the Petitioner referring to Clause 1(1) of Part D of the Policy submitted that the diagnosis of minor-stage cancer and/or major-stage cancer would not be covered only during the period from the date of lapse, i.e., from 16.07.2024 till the date of revival, i.e., 20.08.2024.

62. The said submission, in the opinion of this Court is misconceived, inasmuch as Clause 1(1) of Part D of the Policy also categorically mandates that the Policy has to be revived in accordance with Part D of the Policy. Part D of the Policy as already aforementioned, not only contains terms pertaining to lapse, but

also terms pertaining to revival. Clause 3 of Part D of the Policy specifically refers to "**Revival**". It is clearly mentioned that the reinstatement request will attract the waiting period of 180 days from the date of reinstatement as defined in Clause 3(i) of Part C of the Policy.

63. In the case of ***Vikram Greentech India Limited & Another Vs. New India Assurance Company Limited*** reported in ***(2009) 5 SCC 599***, the Supreme Court observed as to how the terms of an insurance contract are to be appreciated by the Court. The Supreme Court observed that the endeavour of the Court must always be to interpret the words in which the contract is expressed by the parties and that while construing the terms of the Policy, the Court is not expected to venture into extra-liberalisation that may result in rewriting the contract or substituting terms that were not intended by the parties. Paragraph Nos. 16 to 18 of the said judgment, being relevant, are reproduced hereinbelow:

> "***16***. *An insurance contract, is a species of commercial transactions and must be construed like any other contract to its own terms and by itself. In a contract of insurance, there is requirement of uberrima fides i.e. good faith on the part of the insured. Except that, in other respects, there is no difference between a contract of insurance and any other contract.*
>
> ***17***. *The four essentials of a contract of insurance are: (i) the definition of the*

risk, (ii) the duration of the risk, (iii) the premium, and (iv) the amount of insurance. Since upon issuance of the insurance policy, the insurer undertakes to indemnify the loss suffered by the insured on account of the risks covered by the insurance policy, its terms have to be strictly construed to determine the extent of liability of the insurer.

***18**. The endeavour of the court must always be to interpret the words in which the contract is expressed by the parties. The court while construing the terms of policy is not expected to venture into extra liberalism that may result in rewriting the contract or substituting the terms which were not intended by the parties. The insured cannot claim anything more than what is covered by the insurance policy. (General Assurance Society Ltd. v. Chandmull Jain, Oriental Insurance Co. Ltd. v. Sony Cheriyam and United India Insurance Co. Ltd. v. Harchand Rai Chandan Lal)."*

64. This Court finds it very relevant to take note of the judgment of the Supreme Court in the case of ***United India Insurance Company Limited Vs. Hyundai Engineering and Construction Company Limited & Others*** reported in ***(2024) 6 SCC 310*** wherein the Supreme Court observed at paragraph No. 20 that the Courts have to read the insurance contract strictly, inasmuch as an insurer cannot be asked to cover a loss that is not mentioned. Further to that, the Exclusion Clause of the contract has to be strictly construed. Paragraph No. 20 of the said judgment, being relevant, is reproduced hereinunder:

"***20**. Insurance is a contract of indemnification, being a contract for a specific*

purpose, which is to cover defined losses. The courts have to read the insurance contract strictly. Essentially, the insurer cannot be asked to cover a loss that is not mentioned. Exclusion clauses in insurance contracts are interpreted strictly and against the insurer as they have the effect of completely exempting the insurer of its liabilities."

65. Considering the above proposition of law and applying the same to the instant case, it is the opinion of this Court that Clause 1(1) of Part D of the Policy must be read as a whole. If Clause 1(1) of Part D of the Policy is read as a whole, it would show that the Policy had to be revived in terms with Part D of the Policy and Part D of the Policy contained under the heading "**Revival**", how a policy could be revived and what is the waiting period upon revival. It is under such circumstances, this Court is of the opinion that reading Clause 1(1) of Part D of the Policy in the manner submitted by the learned Senior Counsel for the Petitioner would be contrary to the settled proposition of law and would amount to rewriting the terms of the Policy.

66. Let this Court now take note of another submission of Mr. P.K. Goswami, the learned Senior Counsel for the Petitioner that as the Petitioner had not submitted the request and it was pursuant to the request made in the communication dated 16.07.2024 that the Petitioner had renewed the Policy, the waiting period contained in Clause 3(i) of Part C of the Policy would not apply. This Court is of

the opinion that the said submission is misconceived for two fundamental reasons.

67. First, the communication dated 30.06.2024 issued to the Petitioner was to inform him that he had 15 more days to make the payment, failing which the Policy would lapse. The communication dated 16.07.2024 further informed the Petitioner that his Policy had lapsed and as such, he should revive the Policy to continue the benefits thereunder. In the communication dated 16.07.2024, it was categorically mentioned that the revival would be subject to the company's norms and the Petitioner was further asked to refer to the Policy documents for the terms and conditions. The said communications cannot be said to have waived Clause 3(i) of Part C or Clause 3 of Part D of the Policy.

68. In the case of ***Saurashtra Chemicals Limited (Presently Known as Saurashtra Chemicals Division of Nirma Limited) Vs. National Insurance Company Limited*** reported ***in (2019) 19 SCC 70***, the Appellant therein had taken a Standard Fire and Special Perils Policy thereby insuring the risk of loss/damage to the stock of coal and lignite stored in its factory compound. An additional premium was also paid to cover the risk of loss of the stock on account of spontaneous combustion. The factory remained closed from

17.02.2006 to 09.08.2006 and was reopened on 10.08.2006. After reopening, it was noticed between 11.08.2006 and 20.08.2006 that some of the stock of coal and lignite had diminished or been destroyed on account of spontaneous combustion thereby causing loss and damage. Intimation in that regard was sent to the Respondent-insurer on 12.09.2006.

69. Subsequently, a surveyor was appointed who visited the appellant's premises on 18.09.2006 and submitted a report on 11.04.2007. A claim was lodged which was repudiated on the ground that the spontaneous combustion did not result in fire and thus, the loss had not been caused by fire as stipulated in the relevant endorsement with respect to spontaneous combustion under the insurance Policy. A claim proceeding was filed before the NCDRC. The claim was dismissed on the ground of Clause 6(i) of the General Conditions of the Policy which stipulated that intimation of the loss and damage was required to be given in writing by way of notice within 15 days of the occurrence thereof. As, in the said case, the loss was noticed between 11.08.2006 and 20.08.2006 and the intimation was given only on 12.09.2006, the NCDRC rejected the claim.

70. The matter thereafter travelled to the Supreme Court wherein

two issues were framed.

The first issue was whether the Respondent-insurance company had waived the condition relating to delay in intimation and lodging of the claim by appointing a surveyor.

The second issue was whether in the absence of any mention of the delay in intimation or violation of Clause 6(i) of the General Conditions of the Policy in the repudiation letter, the same could have been taken as a defence before the NCDRC.

71. The Supreme Court held in the said judgment that merely because a surveyor was appointed, the same did not amount to a waiver of Clause 6(i) of the General Conditions of the Policy inasmuch as compliance with the stipulation in Clause 6 of the General Conditions of the Policy was a *sine qua non* to maintain a valid claim under the Policy.

72. Be that as it may, in respect of Issue No. 2, the Supreme Court held that as Clause 6(i) of the General Conditions of the Policy was not a reason for repudiation of the claim, the NCDRC should not have relied upon the same to reject the claim petition.

73. The above judgment, if applied to the facts of the present

case would show that unless there is a clear waiver of Clause 3(i) of Part C or Clause 3 of Part D of the Policy, merely giving information to revive the Policy and the Policy having been revived without a request from the Petitioner would not render Clause 3 of Part D or Clause 3(i) of Part C of the Policy nugatory.

74. The second reason for opining so is that the Policy in question lapsed on 15.07.2024 and was reinstated only on 20.08.2024. In terms with the stipulation contained in the Policy to the effect that upon reinstatement, a waiting period of 180 days would apply, it is the opinion of this Court that in the instant case, the waiting period would apply up to 16.02.2025.

75. In the instant case, the cancer was detected, as per the claim application on 31.12.2024 which was on the 133rd day from 20.08.2024, i.e., 47 days short of the waiting period.

76. In this regard, this Court finds it relevant to take note of the judgment of the Supreme Court in the case of ***Reliance Life Insurance Company Limited & Another Vs. Jaya Wadhwani*** reported in ***(2024) 2 SCC 427***. Paragraph Nos. 6 to 10 of the said judgment, being relevant, are reproduced hereinbelow:

"***6.*** *In the appeal of Usha Soni, the date of submission of proposal form by the*

life assured is 26-9-2012. The date of issue of policy as also the date of commencement of policy was 28-9-2012. The date of next premium due was 28-9-2013. As the next premium was not paid, the policy lapsed. The assured paid the next premium on 25-2-2014 and the lapsed policy was reinstated from that date. On 3-6-2014, the life assured committed suicide.

7. *The clause relevant for consideration is Clause 9 of the policy conditions and privileges and the terms and conditions mentioned therein. Clause 9 reads as follows:*

> "*9.* ***Suicide:*** *The Company will not pay any claim on death if the Life Assured, whether sane or insane, commits suicide within 12 months from the date of issue of this policy or the date of any reinstatement of this policy."*

8. *From the documents on record in Usha Soni, we find that the first cheque was issued on 26-9-2012. The policy issuance and commencement date in the policy is mentioned as 28-9-2012. Further, the next premium due was on 28-9-2013. Grace period is 30 days under Clause 1(iv) of the terms and conditions. Clause 5 mentions that the policy would lapse. Clause 6 provides for reinstatement. However, since the renewal amount was not paid within the time allowed, the policy stood lapsed and subsequently, upon payment of the premium against the lapsed policy on 25-2-2014, the policy was reinstated from the said date. The life assured committed suicide on 3-6-2014, which was well within the period of 12 months.*

9. *On a perusal of the orders passed by the District Forum, the State Commission, and the National Commission, we find that although Clause 9 of the terms and conditions has been referred to but the aspect of reinstatement of a lapsed policy has not been considered. They have wrongly taken the date*

of issue of policy only as the relevant date to count 12 months i.e. from 28-9-2012.

10. *Once it is mentioned in the policy that the 12 months' period is to commence from the date of the issuance of the policy or the date of any reinstatement of the policy, the reinstatement aspect ought to have been considered. The date of reinstatement of the policy is clearly stated to be 25-2-2014 and that also is the date of commencement of policy, both the dates being the same. Thus, the date of incidence of suicide being 3-6-2014, it was well within 12 months."*

77. This Court also finds it relevant to refer to another judgment of the learned Division Bench of the High Court of Kerala at Ernakulam, i.e., the case of ***Life Insurance Corporation of India, Represented by the Manager, Claims Department Vs. Haripreetha T. & Another*** reported in ***2025 SCC OnLine Ker 9469***. In the said case, the Respondent No. 1 in the Appeal before the learned Division Bench had taken a cancer cover Policy dated 24.09.2019 for Rs. 10,00,000/-. Since she was abroad, she could not renew the same during the currency of the Policy. Later, after reaching her native place, the Respondent No. 1 contacted LIC of India and obtained a new Policy from its office on 16.03.2021 by remitting the premium amount and completing all mandatory formalities. After five months, on 25.08.2021, the Respondent No. 1 was hospitalized at Life Line Hospital, Adoor on account of profuse bleeding. On finding that her Haemoglobin (HB) level was low, two

units of blood were administered and Dilation and Curettage (D&C) was conducted. Subsequently, the Respondent No. 1 was discharged on 28.08.2021. Later, she was again admitted to Lake Shore Hospital on 09.09.2021 and underwent surgery for removal of the uterus which was sent for investigation/biopsy. The biopsy result was obtained on 28.09.2021 confirming that the Respondent No. 1 was suffering from Carcinoma Endometriosis Grade II.

78. A claim application was filed by Respondent No. 1 which was rejected on the ground that her first diagnosis of cancer of any stage was on 25.08.2021 during the waiting period of 180 days mentioned in Clause 8(G) of Part C from the date of the Policy, i.e., 16.03.2021. The Respondent No. 1 filed a writ petition before the Kerala High Court and the learned Single Judge allowed the said writ petition on the ground that the biopsy result was obtained on 28.09.2021 which was more than 180 days from the date of revival. The learned Division Bench of the Kerala High Court while dealing with the Appeal, came to the opinion that the Respondent No. 1 therein was diagnosed on 25.08.2021, which was within the waiting period of 180 days and accordingly allowed the Appeal.

79. Considering the above, it is the opinion of this Court that merely because of the fact that a communication dated 16.07.2024

was issued asking the Petitioner to revive the Policy and further providing that the Policy if revived within 90 days from the premium due date would not require any documentation cannot be inferred to mean that the waiting period as mentioned in Clause 3(d) of Part D of the Policy was waived.

80. Taking into account the above, this Court is therefore of the opinion that the question of interference with the repudiation of the claim by the Respondent Nos. 3 and 4 vide communication dated 13.05.2025; the confirmation of the repudiation by the Respondent No. 5 dated 31.05.2025 as well as the award passed by the Respondent No. 6 dated 24.03.2026 does not arise.

CONCLUSION

81. Accordingly, the writ petition stands disposed of with the following observations and directions:

(i) This Court does not find any infirmity in the repudiation of the Petitioner's claim vide communication dated 13.05.2025; the confirmation thereof by the Respondent No. 5 dated 31.05.2025 or the award passed by the Respondent No. 6 dated 24.03.2026.

(ii) There is no merit in the instant writ petition, for which the writ petition stands dismissed.

(iii) There shall be no order as to costs.

JUDGE

Digitally signed by Satyam Sharma
Date: 2026.10.13 06:40:08 +05'30'

Comparing Assistant